

2008

CONTRACT DATA SHEETPSC Type (check one): ☐ New ☒ Renewal ☐ Addendum**Contractor Information**

1. Legal Name of Contractor: University of Louisville School of Public Health and Information Sciences
2. Address: 555 South Floyd Street, Louisville, KY 40292:
3. Contact Person Name & Telephone Number: Susie Walsh 852-3297
4. Revenue Commission Taxpayer ID#: 881510
5. Is account in good standing: yes
6. Federal Tax ID # (SSN if sole proprietor): 61-1029626

Department Information

7. Requesting Department: Health and Wellness
8. Contact Person Name & Telephone: Kenneth Kring 574-8430 ; Shannon Thurman 574-6531

Contract Information

9. Not to exceed amount: \$128,342
10. Are expenses reimbursed? Yes up to 1500 for CME
11. If yes list allowable expenses and maximum amount reimbursable: Continuing Medical Education expense up to 1500
12. Beginning and ending date of the contract: July 1, 2007 through June 30, 2008
13. Coding: 1101-605-4110-411658-521301
14. Scope & Purpose of the contract: Director of Health, compensation based on 50% of University salary plus 25% fringes. In addition we will reimburse the University for up to 1500 in actual documented expenses from continuing medical education.

Authorizations

WPK County Attorney Review - Approved as to Form:

Department Director: Adrian N. Reynolds Date: 4/30/2007

Signature certifies:

RLC Funds are available

RLC Contractor is registered and in good standing with the Revenue Commission

RLC Human Relations Commission registration requirements have been met

Cph Risk Management Division of Finance - Certifies Insurance requirements satisfied: 8-9-07

RESOLUTION NO. _____, SERIES 2007

A RESOLUTION PURSUANT TO ORDINANCES 111 AND 112, SERIES 2006, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING RENEWAL OF CONTRACT - (UNIVERSITY OF LOUISVILLE SCHOOL OF PUBLIC HEALTH AND INFORMATION SERVICES - \$129,842.00).

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

DEPARTMENT OF PUBLIC HEALTH AND WELLNESS

\$129,842.00 for a renewal of Professional Service Contract with the University of Louisville School of Public Health and Information Services for employment of the Director of the Board of Health and the Louisville Metro Department of Public Health and Wellness from July 1, 2007 through June 30, 2008.

SECTION II: This Resolution shall take effect upon its passage and approval.

Kathleen J. Herron
Metro Council Clerk

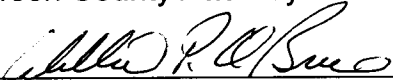
Rick Blackwell
President of the Council

Jerry E. Abramson
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Irv Maze
Jefferson County Attorney

BY:  _____

WRITTEN FINDINGS**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

 X C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

 _____
Requesting Department Director Date
Date

_____ ****Mayor**

****Signature is required only for Written Finding A**

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through its **LOUISVILLE METRO BOARD OF HEALTH AND THE LOUISVILLE METRO DEPARTMENT OF PUBLIC HEALTH AND WELLNESS**, hereinafter referred to as "**METRO GOVERNMENT**" and the **UNIVERSITY OF LOUISVILLE ("UNIVERSITY")** by and through its **SCHOOL OF PUBLIC HEALTH AND INFORMATION SCIENCES ("ULPH")**, 555 South Floyd Street, Louisville, KY 40292,

WITNESSETH:

WHEREAS, The Metro Government and University entered into an agreement regarding the employment of the Director of Health; and

WHEREAS, the parties wish to amend the Agreement by amending its not-to-exceed amount for the Fiscal Year 2007-2008 renewal of the Agreement;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

Section I. That Section 4, Compensation shall be amended in its entirety to read as follows:

METRO shall contribute to ULPH part of DIRECTOR'S compensation, and shall provide payment to ULPH on a monthly basis. METRO shall provide compensation to ULPH for the compensation of DIRECTOR in the amount of One Hundred Twenty-Eight Thousand Three Hundred Forty Two Dollars (\$128,342.00). The Metro Government shall also reimburse the Director fifty percent (50%) of his Continuing Medical Education expenses, up to a maximum of One Thousand Five Hundred Dollars (\$1,500.00). The total amount paid to DIRECTOR by the Metro Government under this Agreement shall not exceed One Hundred Twenty-Nine Thousand Eight Hundred Forty Two Dollars (\$129,842.00).

ULPH shall generate a UNIVERSITY paycheck to DIRECTOR. ULPH further agrees that DIRECTOR shall receive all usual and ordinary faculty benefits including fringe benefits through UNIVERSITY.

In the event that METRO terminates this arrangement in accordance with Section 5 of this Agreement, METRO shall not be responsible for any further contribution to ULPH for the ULPH employee and the employee shall no longer hold the DIRECTOR position. ULPH shall then solely determine the employee's wage and duties.

In the event that ULPH terminates DIRECTOR, ULPH shall not be responsible for any further compensation of the employee; provided, however, METRO shall then have the opportunity to hire the terminated ULPH employee. METRO shall then solely determine the employee's wage and duties.

Section II. All other terms and conditions as set forth in the Agreement shall remain in full force and effect as if fully set out herein.

Witness, the agreement of the parties by their signatures affixed hereon.

**LOUISVILLE METRO GOVERNMENT
DEPARTMENT OF PUBLIC HEALTH AND WELLNESS**

By:  _____

Adewale Troutman, MD Director

Date: 5/24/07

UNIVERSITY OF LOUISVILLE

By:  _____

Larry N. Cook, M.D.

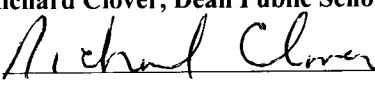
Executive Vice President for Health Affairs

Date: 06/13/2007

RECOMMENDED BY:

Date: _____

Dr. Richard Clover, Dean Public School of Health and Information Science

Date:  _____

(APPROVED AS TO FORM AND LEGALITY):

JEFFERSON COUNTY ATTORNEY

Irv Maze

By:  _____

Date: 5/17/07

Health Department - PSC with The University of Louisville School of Public Health and Information Services for Payment of the Salary of the Director of Health Third Amendment 050807 [pr]
UofL Schl of Pub.Hlth & Info.Hlth.Dir.3rd Amendment Agrmt ROCbknprDraft1.doc

5-16-07